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ABSTRACT

The grievance procedure in higher education and the problem of conflict resolution are approached from a multi-dimensional standpoint. Collective bargaining is presented as both an exacerbator of the litigious nature of college and university relations and as a formal vehicle for conflict resolution within academe. The need for extra-contractual mechanisms, both formal and informal, is discussed as essential to providing for the right of individuals to due process as well as for developing a climate of trust and respect within the collegiate community. The stated theme of the paper is to prevent or avoid grievances, and, if they do arise, to settle them early at the lowest hearing level at which the hearing officer has the authority to do so. Avoidance stresses two key elements: good contract language and effective contract administration. The example of clear, concise contract language used was the definition of a grievance. A modification of the language, while retaining the clarity and precision of the original definition, suggests a proposed major change in collegiate labor relations that would provide management with access to the contractual grievance procedure. The bi-partisan responsibility for effective contract implementation is discussed, and means for achieving the same are suggested. A two-one-one model for collegiate grievance procedures is proposed. The need for educating-training hearing officers to be effective in their roles is stressed, and various classes of potential grievances are presented. (Author/SW)

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SPECIAL REPORT #34

May, 1978

CONFLICT RESOLUTION IN ACADEME: PREVENT OR SETTLE EARLY

by
Joseph J. Orze*

Observers have predicted that the success or failure of faculty unionization will rest upon the ability of the parties to live under the negotiated agreement. The grievance procedure and resolution of conflicts both major and minor, have long been held to be the heart of the bargaining process. This paper advances a model grievance procedure that, in the opinion of its author, Dr. Joseph J. Orze, insures stability, speed and equity in resolving grievances. In a radical departure from "traditional" thinking, Dr. Orze suggests that the definition of a grievance be extended to allow management to grieve alleged union contractual violations.

If evolution of a bargaining structure which reflects the uniqueness of the educational enterprise is a desirable goal, this suggestion may be one vehicle for achieving the stated end.

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A fact that is repeatedly reinforced in our daily lives is that we live in litigous times. It sometimes seems that every personal encounter, each decision or action, is a potential cause for a legal suit. While multimillion dollar suits filed by actors, entertainers, athletes, enforcement agencies, the government and private individuals are brought to our almost constant attention by the news media, the college president, his trustees and professional colleagues need only to look within the halls of academe to realize just how strong and relevant a fact this paper's opening statement is. Certainly the old Chinese blessing (or was it a curse?), "May you live in interesting times," is a reality for college and university administrators today, and the fact that we live in litigous times helps to make them interesting.

The unionization of our colleges and universities has added an important dimension to the possibility of conflict and litigation between the administration and unionized faculty and other employees. Although philosophically we may prefer to believe that unionism and collegiality are not like oil and water and can be blended into a new collegial relationship, and even if we dedicate our administrative efforts to achieving such a homogeneous mixture, we must always remember that a union never just happens to appear on the scene. It is born and shaped out of discontent. A union is a change agent. To be effective as such, a union must assume an adversarial posture with regard to the system and the administration it must deal with to realize change in wages, hours and working conditions.

Through their attitudes toward unionism, Boards of Trustees, presidents and other administrators often are the prime determinants of the magnitude of the adversarial role assumed by the union and its officers. When unions are recognized as not only the legal but also the valid and legitimate representatives of the faculty and other employees, when they are viewed as having a viable role to play in decision making that affects them, and when the concerns of the administration and the union mesh with regard to needed changes or issues, there is a minimum of adversarial activity. When Boards of Trustees and presidents are rigid in their belief that unions are bad enough in factories and have no place in a college or university, when decision making is strongly pyramidal from the top down and all that is shared with the unions are the bare bones of what the enabling legislation requires, and when administration's concerns are for it alone to consider, and "the union be dammed," prepare for the fireworks and choose your seats to watch the two opponents fight it, and everything else, out.

Even in the best blended collegial union relationship, it must be remembered that the relationship is the result of positive

efforts by both parties. Hence, it is incumbent upon the administration through its attitudes and actions, to prevent the relationship from becoming strongly adversarial. The result is more of a detente than a confraternity.

The collective bargaining process and the joint administration of the resultant negotiated agreement abound with roles and situations which stress the adversarial relationship of the participants. The table is symbolic. It both brings together and separates the collective bargainers. There is the union side and the management side, and even points of agreement are referred to as "coming from both sides of the table." When an agreement is reached and ratified, the two sides become "parties" to the agreement, but there is an important contractual role that the union must play in which it is obligated to assume an adversarial posture in order to live up to its responsibilities as defined in the collective bargaining agreement. That role is to grieve alleged infractions of the agreement by the administration and/or to represent and be advocates for its members in their grievances.

The grievance procedure is often referred to as the heart of a collective bargaining agreement. To continue with such an analogy, the union can be considered to be its major arteries filling it with life and carrying that life and nourishment throughout the collective bargaining structure. Although the union membership, individually or collectively, can file a grievance, only the union can put it into the grievance process and carry it forward. Also, only the union can decide to call it to a halt at any point in the grievance procedure. If the union is to maintain and build the support of its membership, particularly when the union is new or in a challenged position, it must be agressive in its pursuit and advocacy of grievances. Grievance action is the most tangible ongoing sign of a union saying to its membership, "We are concerned, and we are fighting for you!"

The politics of grievances must be understood by all who are affected by them. Boards of Trustees and administrators, especially presidents, must realize the importance of grievance action in establishing the visibility and vitality of a union with its membership. Although the union is responsible for reviewing each alleged violation of the collective bargaining agreement and determining whether or not to carry it forward as a grievance, there are situations in which the politics involved demand that grievances, which under different circumstances might be dismissed or resolved outside of the grievance procedure, must be aggressively pursued. In such cases the union may be attempting to test the contract, exhibit muscle and support to its membership, save face or respond to the concerns of an influential member or group of members. This may result in grievances which the administration considers "nit picking"

or nuisance complaints without substance, but it is important to understand their role in the dynamics and politics of union representation and the parameters of its perceived viability among its leadership and membership.

In a previous ACBIS Special Report, Satryb referred to the continued union pursuit of grievances, including those for which precedent had already been established in previous grievance reviews; he indicated that this situation was caused by at least two factors: "first, the union's need to continually inform members and potential members of their rights under the contract and to keep them aware of grievance reviews and decisions; secondly, political rather than substantive considerations may have influenced the union to continue processing"non-winnable" grievances in order to gain public attention."[1] Satryb used the term political as it applied to the union under discussion "to imply a need to attract new members and an attempt to provide an indication to the bargaining unit that the union was very active on their behalf."[2] He indicated that the union may also have been attempting to establish issues for future contract negotiations by emphasizing certain concerns as to the effectiveness or lack of effectiveness of the grievance procedure.[3]

How management responds to grievances presented by the union can either abate or exacerbate the adversarial tensions between the two parties. As initiator and prosecutor of the grievances, the union must assume an adversarial role. As both the alleged violator of the collective bargaining agreement and as the party hearing the grievance at the various levels of the grievance procedure beneath that of final and binding arbitration, management is not forced by circumstances to, and, indeed, should not, assume an adversarial posture in grievance proceedings. To the contrary, management, through its representatives in the hearing process, can function best in grievance hearings when it assumes the posture of a third party neutral, even when at the same time it is the alleged violator of the collective bargaining agreement. Otherwise the grievance procedure is doomed to failure.

The grievance process and how it is handled is the concern of this paper. The primary theme is that a grievance should be settled early at the lowest level of the grievance procedure at which the hearing officer has the appropriate authority. Central to this theme is an acknowledgement of the fact that the political and other resources of presidents and boards are finite. These resources are generally stretched to cover a multitude of concerns. They cannot afford to be ruptured by the sustained grind of continued conflict resolution, especially in arenas wherein personality conflicts and tests of individual will are contested. The heat of a

grievance will rise unless the fire is put out quickly. It is best to settle early and fairly, allowing only bona fide policy questions to reach the highest levels of the procedure.

The best way to settle grievances is to avoid having them. Such a statement has a simplistic ring, and one is tempted to discard it as being platitudinous. However, within the statement is a similar foundation of truth which makes "An ounce of prevention is worth a pound of cure" much more than an old saw. Grievances must be anticipated, and the causes for grievances must be prevented. This is achieved through two primary avenues: good contract language and good contract administration.

Good contract language is clear, precise, legally sound without being legalistic and without need of further clarification. This is difficult to achieve, but the differences between the use of "may" as opposed to "will" or "shall", or the use of qualifying words or clauses such as "generally," "ordinarily," "except under extraordinary circumstances" and "all other things being equal," make fertile grounds for grievances to take root and spring forth fullbloomed. Care in writing contract language cannot be overstressed. Suffice it to say that the grievance procedure is oftentimes used as the primary method of interpreting the terms of collective bargaining agreements. Effective, bargaining agreements vary in the breadth of concerns which they incorporate, and can be as inclusive or exclusive as the parties agree. Good contract language, however, never includes more or less than is necessary for clarity and precision. As is often the case with a work of art, the simple statement is generally the more powerful and commanding.

The need for clarity and precision in contract language can be well illustrated by how it defines a grievance, i.e. What is and is not grievable under the terms of the agreement. An example of a clear, precise definition follows:

> For the purposes of this agreement, a grievance is defined as an alleged violation of any of the terms and conditions of the agreement, except for those sections as expressly excepted or limited as grievable by the union, a member or members of the bargaining unit.

The definition tells the reader clearly and precisely what a grievance is, what it can be concerned with and who can grieve under the terms and conditions of the agreement. Without becoming cumbersome in the enumeration of the terms and conditions which are

excluded, (as for example the Preamble, or those which are limited in their grievability by such qualifiers as "procedures only" or those decisions in which "academic judgment" is not grievable) the definition alerts the reader to the fact that there are terms and conditions of the agreement which are not grievable or are limited in their grievability as expressly stated.

A bold, major change in the definition of a grievance, which would expand its application dramatically in terms of access to the grievance procedure while retaining its clear, precise language and structure, would occur if the phrase "by the union" was changed to "by either party to the agreement." This small change in wording would provide Boards of Trustees and presidents access to the grievance procedure and sharply challenge the widely held belief in labor unionism that only labor has or should have a contractual right to grieve following the dictum that "Management acts and labor reacts." It is the writer's contention that if colleges and universities are truly in quest of a fresh approach to collective bargaining to develop as a collegial model and are willing to do more than gripe about the misapplication of industrial models to higher education, such a change is in order for collegiate collective bargaining. The reasoning behind this recommendation will become apparent when types of grievances are discussed later on in this paper.

There are differences of opinion about what constitutes a grievance that can or should be handled through the collectively bargained grievance procedure. These range from a tight, narrow constructionist interpretation of the terms and conditions of the collective bargaining agreement to a panoplic view which includes every burr and blemish. Kelley makes a strong argument for limiting what is grievable in stating that "equitable rapid resolution of differences arising under the terms of the labor agreement is one of the prime advantages of collective bargaining. This advantage will be sacrificed or at least greatly impaired if the grievance procedure becomes the avenue for any and all employee complaints, merit notwithstanding."[4] Powell opts for a more liberal attitude and application. For him, "in its simplest terms, a grievance can be described as anything that bothers anyone. In many contracts, however, a grievance is limited to a violation of the contract. All kinds of rationalization for this narrow position can be made, but it will never meet the true concept of good human relations."[5]

Both have valid arguments, and the differences in their viewpoints are not so diametrically opposed that they cannot be incorporated en toto within the grievance mechanisms of a college or university. This is not to say that all disputes should be recognized as grievances by contract nor provided access to the grievance

procedure. Like Kelley, the writer favors limiting access to the contractual grievance procedure to the resolution of differences arising under the terms of the agreement. My experiences as a college president, contract administrator and labor arbitrator have convinced me of the wisdom of such a posture. However, this is not to ignore those concerns which are not covered as grievable under the agreement. Through informal and extra-contractual processes they must be addressed. Although Elaine H. El-Khawas was referring to student consumerism, her remarks at the 92nd NEASC Annual Meeting in Boston are relevant to our discussion. She advocates:

> "open and accessible complaint structures. Not minimal procedures that are filled with obstacles and potential embarrassment, but forthright mechanisms by which students (faculty and staff) can lodge complaints, ask for appeals, and get conflicts resolved. Of course, this mustn't unduly disrupt institutional efficiency; it is a question of balance and fair play...a great source of "feedback" for the organization and provides a healthy acknowledgement that disagreements can be expected in such a complex endeavor as education. Ideally, complaint structures would allow for a prompt sorting out of what is a reasonable complaint and what is not, with adjustments made as quickly as possible when something has gone wrong."[6]

Contractual grievance procedures represent only one avenue toward providing open and accessible complaint structures within a college or university. The Affirmative Action grievance procedure is another for dealing with a particular category of grievances as is a Student Judicial or Review System. What is needed is a strong institution-wide commitment to the prompt and equitable settlement of all grievances whether or not they fall within established formalized structures. If fairness and justice are actively sought, ways of providing for them will be found through additional means that are extra-contractual. There are no winners in an unresolved grievance, only losers. Both the institution and the grievant will suffer through the lack of resolution. The Roth decision reminds us that there is an expanding body of law that grants procedural rights to campus constituents and which protects their substantive freedoms to dissent, to argue and to express their views. Aided by such decisions, faculty and students have adopted new values and behaviors which must be respected with procedural protection.[7] In response to such obligations, colleges and universities must establish procedures for handling the conflicts that cannot, and should not, become a part of contractual grievance procedures and thereby assure that fairness and justice are always sought and hopefully reached.

The primary goal of a grievance procedure is to manage conflict. Powell extends this by stating that "the administration of the labor contract is primarily concerned with the settlement of all sorts of grievance issues, real and imaginary. The definition of a grievance issue, however, in its legalistic sense, is a breach of the agreement, and the final judgment as to the validity of the grievance charge rests solely upon a legalistic interpretation of the contract often by outside arbitrators called to campus for an impartial adjudication based on hard evidence."[8] The writer holds a more preventive view of what constitutes good contract administration. The collective bargaining agreement is much more than a grievance procedure. It defines the working relationships between management and employees, their respective as well as mutual rights, authorities and responsibilities. The grievance procedure is the parties' means of handling and resolving conflicts regarding mutually agreed upon working relationships. The foremost goal of good contract administration must be the avoidance of conflict regarding these working relationships.

Good contract administration is a two-phased process: education for full knowledge and understanding of the terms and conditions of the collective bargaining agreement and implementation for their effective utilization. Contract administration, like collective bargaining, is a two-party process. A collective bargaining agreement is bipartisan both in creation and implementation, and both parties can be held accountable for enforcing its provisions. Cooperative efforts by the union leadership and the college or university administration to make the collective bargaining agreement known and understood by the entire collegiate community are imperative. In the case of a faculty contract, as an example, even though each faculty member and administrative officer as well as student leaders are provided with copies of the collective bargaining agreement, such distribution is not enough to insure the knowledge and understanding of its contents. To achieve this, several things can be done including the development of an annotated list of the various committees and other organizations established by the agreement; flow charts to illustrate the decision making processes for such personnel actions as contract renewal or non-renewal, tenure, promotion and merit salary increases; and the creation of an administrative calendar which includes all implementation dates for the agreement provisions as well as anticipatory dates to cue faculty and administrators to forthcoming things to be done and deadlines to be met. The use of structured seminars and meetings involving the negotiators for both parties with faculty and administrators is another means of making the agreement's provisions known and understood.[9]

Although good contract administration requires the cooperation of the constituencies of both parties to the agreement, unions always insure that their interests are looked after, that there is a flow of communication back and forth between the rank and file and the union

leadership, and that a watchdog attitude toward proper contract implementation is enforced. This role generally is the primary responsibility of the union steward and his/her assistants. Management needs to have its equivalent of the union steward to oversee the implementation of the collective bargaining agreement and to serve as liaison between management and the union for this purpose. The choice of a contract administrator may prove to be one of the most important administrative decisions. In addition to being knowledgeable about collective bargaining and particularly with the contract/s in force at the institution, the person chosen to be a contract administrator should be capable of gaining the trust and respect of both parties, be a stickler for detail and punctuality, and be expert in interpersonal relations.

Lapses or failures in contract administration will give credence to Powell's assertion that "the administration of the labor contract is primarily concerned with the settlement of all sorts of grievance issues, real and imaginary."[10] There are times when grievance activity by the union is so busy that it seems that contract administration truly is keeping the grievance machinery working in good order. However, it must be remembered that grievances can exist only when any part of the contract is not being properly administered.

Earlier, it was stated that the theme of this paper was that grievances should be settled early at the lowest level of the hearing process in which the hearing officer has the authority to do so. As is evident from the discussion to this point, a caveat should have been added to the stated theme..."if you cannot avoid or prevent them." The theme of settle early is dependent upon the exercise of a key concept of successful management theory, the delegation of authority. To be able to settle early, the lower level hearing officers must have adequate authority. The gravity of the issue being grieved will usually determine the proper level at which it can be settled. A brief look at a recommended grievance structure for a faculty collective bargaining agreement and at the kinds of conflict that can arise will help us determine realistic levels for early settlement and concomitant delegation of authority.

Kelley recommends limiting the number of steps to only those necessary to a fair, equitable and speedy final decision.[11] A single level of hearing, unless the hearing officer possesses the wisdom of Solomon and there was absolute faith in and trust of his/her judgment, would not be sufficient for a fair, equitable, and speedy final decision. There must be an appeals procedure for review of contested decisions. This is achieved by a ladder structure similar to a state or the federal court system terminating in a "final and binding" decision at the grievance procedure's equivalent of the Supreme Court, final and binding arbitration. As was stated earlier, only bona fide policy questions should ever be allowed to reach this

level of the grievance procedure. Unfortunately, as the writer can attest from experience as an arbitrator, this is not always the case.

While every grievance procedure needs to provide for sufficient levels of review and appeal, it is necessary to limit the number of levels to avoid protracting the dispute. If it is an issue that can be settled, it should be within a minimum number of levels. If it is destined for arbitration, it should move there quickly for resolution.

Resolution of every grievance should be attempted informally before it enters the formal grievance procedure. An informal hearing should be the first level of a contractual grievance procedure. Some contracts designate particular administrative officers such as the Contract Administrator, the Director of Personnel or the Academic Dean as the hearing officer for this informal attempt to resolve an alleged violation of the agreement. Such a designation may be effective when the issues being grieved are within the purview of the designated officer. When the issue in dispute is of such complexity as to exceed the purview of the hearing officer, the informal hearing is a time-wasting procedure. To avoid this, it is better to stipulate in the contract that the informal hearing should be at the level of the administrative officer with the authority to resolve the alleged violation. Grievances which are resolved informally help to strengthen union/management relations and to develop mutual respect.

Without the appropriate delegation of authority, informal attempts to resolve contractual disputes could result in every issue starting out in the president's office. Although it may be necessary at times for the president to be the administrative officer who informally attempts to resolve or avert a grievance, this should be done only in the most unusual of circumstances.

In keeping with Kelley's recommendation it is proposed that a two-one-one model for a collegiate grievance procedure is appropriate, i.e., two on-campus administrative hearing levels, one at the Board of Trustees level (or with the Chief Executive Officer acting for the Board in a multicampus system) and final and binding arbitration as the last level. This model provides for adequate hearing and review without being cumbersome.[12]

As with informal attempts at resolution, unless there is an appropriate delegation of authority by the Board to the president and by the president to his/her staff, grievance mechanisms will have a flue effect, drawing the heat of the grievance to the highest levels. Thus, under the formal procedure it is also vital that the grievance be filed at the most appropriate level. Recognizing this, and also

accepting the two-one-one model, the formal grievance procedure should start with a hearing at the level of an academic dean in a typical collegiate administrative structure or at the level of an academic vice president in a university alignment. The informal hearing can and should generally be dealt with at a lower administrative level whenever the appropriate authority to resolve the issue in dispute has been delegated. The chief executive officer of the campus should always be the second and final level of the on-campus grievance procedure. Although it may be the chief executive officer's preference and reflect his/her administrative style to delegate the final on-campus hearing to someone like his/her assistant or to the executive vice-president, this is not recommended.

The chief executive's personal interest and involvement in the contractual grievance procedure is imperative to its successful implementation. The lack of executive involvement can be a detriment to the on-campus resolution of grievances, help to move the grievance off campus, lessen the credibility and impact of the on-campus decisions in further review, and weaken the climate of respect and trust.

Education in the disposition of grievances is an essential ingredient of successful contract administration. Thorough knowledge of the labor agreement is a must, but equally important is the understanding of the dynamics of the hearing process and of human behavior. The hearing officer must learn to develop aesthetic distance, to be able to take off his/her administrative hat and to remove him/herself to the position of a third party neutral, to be able to judge the evidence presented objectively and to weigh it against the terms and conditions of the collective bargaining agreement. He/she must be a good listener and be cognizant of the cathartic aspects of a hearing regardless of its outcome.

Hearing decisions must be carefully and concisely written. The contract sections under dispute need to be cited together with any others that are pertinent. Sound justification/s for the decision must be clearly and succinctly presented without undue embellishment, lest the quality of the decision becomes cause for a further grievance. The decision must be consistent with those of similar or related issues in terms of contract interpretation, and, foremost, it must be fair, equitable and understandable.

Powell stresses that "uniformity in approach as well as substance may well be the ingredient essential to good relationships."[13] He reinforces the paper's previous advocacy for educating the entire collegiate community on the terms and conditions of the collective bargaining agreement. Powell's advice is for strong emphasis on contract education in order that "all colleges, all departments, and their union and management representatives may be thoroughly

educated as to the intent, meaning and interpretation of each contractual clause."[14]

An important mechanism for developing consistency in grievance hearing decisions is the establishment of a library of all grievance decisions within an institution or system. The library should contain all of the pertinent materials on all grievances, including arbitration decisions, their resolution and impact. An example of impact material to be included would be, if a grievance or series of grievances provoked a proposed amendment to the collective bargaining agreement during a subsequent round of negotiations, this should be noted and the appropriate amendment attached for future reference. The grievance library should have an annotated card file or other annotated record with classes of grievances homogeneously grouped for easy reference. Copies of this annotated card file or record should be distributed throughout the institution and/or system to avoid repeat grievances and establish precedents regarding possible future grievances.

The proposed two-one-one model for a collegiate grievance procedure is a simple yet effective mechanism for handling alleged violations of the collective bargaining agreement. It is recommended that the procedure be limited to those issues which are grievable under the expressed terms of the collective bargaining agreement and that other informal means be utilized to address issues that are extra-contractual yet in need of remedy. This is necessary to prevent overburdening the formal grievance procedure and yet provide for effective ways of responding to legitimate conflicts which may occur in a collegiate setting and which insure a grievant's access to due process for his/her concerns. The contractual grievance procedure may be a model for such extra-contractual conflict resolutions, but it should not be the vehicle for considering them.

Regardless of their structure, contractual grievance procedures have primarily concerned themselves with one class of grievance, union allegations of contractual violations by management. The proposed procedure, through its definition of a grievance and by its administrative structure, shares this limitation. If the suggested change in the grievance definition were adopted, it would provide access for a second class of grievances, those brought by management against the union or its membership. This would be revolutionary in terms of traditional labor relations practices, because it would allow management access to a hearing procedure prior to resort to disciplinary action and provide it with a contract enforcement mechanism that until now has only been the privilege of one party to the collective bargaining agreement.

Arguments against such access by management to the grievance

procedure can be developed by both union and management theorists, but it does not negate the fact that management often can and does have grievance against unions with regard to contract implementation. At present management lacks the redress provided the union to resolve such conflicts and enforce the contract. It can be argued that such access constrains management's ability to act in a unilateral fashion. The truth is that the contract already does this without providing what could be an important avenue for conflict resolution to management. Access to the grievance procedure by management would also insure that the union strictly police its own contractual obligations as well as watchdog management for any errors in its implementation, and vice-versa. The concept, while revolutionary and controversial, should not be dismissed out of hand. It merits further investigation, discussion, and, hopefully, adoption for collegiate collective bargaining.

A third class of grievances in academe involves faculty grievances against other faculty or against the union. Faculty grievances against the union have generally been treated as sacroscant, for union concern only. Any intrusion by management into such concerns would more than likely provoke charges of unfair labor practices and union busting against the administration. Faculty grievances against other faculty with respect to the terms and conditions of the collective bargaining agreement, however, are properly the joint concern of the union and management, and it would be prudent for the two parties to provide for their resolution through contractual agreement. This was done successfully in the Southeastern Massachusetts University faculty collective bargaining agreement,[15] and it is recommended as an excellent model for other colleges and universities to follow to handle intra-faculty contractual grievances. Whether or not procedures for dealing with intra-faculty conflicts are contractualized, provisions must be made within institutions for the fair, equitable and timely resolution of such disputes within and outside the terms and conditions of the collective bargaining agreement.

SUMMARY

This paper has approached the problem of conflict resolution within academe as being multi-dimensional. Collective bargaining has been presented as both an exacerbator of the ligitigous nature of college and university relations and as a formal vehicle for conflict resolution within academe. The need for extra-contractual mechanisms, both formal and informal was discussed as essential to providing for the right of individuals to due process as well as for developing a climate of trust and respect within the collegiate community. The stated theme of the paper was to prevent or avoid grievances, and, if they did arise, to settle them early at the lowest hearing level at which the hearing officer had the authority

to do so. Avoidance stressed two key elements: good contract language and effective contract administration.

The example of clear, concise contract language used was the definition of a grievance. A modification of the language, while retaining the clarity and precision of the original definition, suggested a proposed major change in collegiate labor relations which would provide management with access to the contractual grievance procedure. The bi-partisan responsibility for effective contract implementation was discussed, and means of achieving the same were suggested.

A two-one-one model for collegiate grievance procedures was proposed. The need for educating/training hearing officers to be effective in their roles was stressed, and various classes of potential grievances were presented.

CONCLUSIONS

In conclusion, it can be stated with conviction that the problems of conflict resolution within academe must be effectively addressed through formal and other means to assure individuals within the collegiate community that their legal rights and substantive freedoms to dissent, to argue and to express their views and values will be respected. Additionally, complaints, when they arise, must be responded to with procedures structured to insure fair, equitable and timely review and decisions. Collective bargaining has provided academe with a bipartisan method for both addressing issues before they become conflicts, preventing them when possible, and effectively dealing with them should they become full-fledged grievances. The most effective means of conflict resolution is prevention. The next most effective means is to settle early and prevent grievances from rising like heat up a flue to the top levels of the hearing process. As in Harry Truman's kitchen, the ability to stand the heat may be a test of presidential or trustee mettle, but it is foolishness to fan the fires that produce the heat which may eventually consume the time, energies and political resources of a college or university's leadership.

AUTHOR"S NOTE: Little mention has been made in this paper of the use of arbitration for conflict resolution. I trust that it is obvious to the reader that this was not an oversight, but, rather, a deliberate way of stressing the prevention and avoidance of grievance and the fair and equitable early settlement of those that do reach the formal grievance procedure. If grievances are avoided or settled early, there is no need for arbitration. When it must be utilized, it should only deal with those issues where contractual policy is in question and an outside third party neutral interpretation is needed for clarification.

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11. Kelley, Op.Cit., p. 14

12. Note: Under NLRA (Hughes Tool Co. v. NLRB, 147 F. 2d 69 (1945)) A grievance procedure is a mandatory item for negotiation. Many state laws covering public employees are similary supportive, normally making grievance procedures a mandatory item for negotiation. Some state legislation directly prescribes grievance procedures, leaving little to negotiate.

13. Powell, Op.Cit., p. 5.

14. Powell, Ibid.

15. Board of Trustees/Faculty Federation Agreement, Southeastern Massachusetts University, North Dartmouth, Mass., Article XV, Section K, p. 61.